

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Gary Kramer, et al.	Examiner:	Michelle Lay
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Filing Date:	March 3, 2004	Customer No.:	26362
Title:	SYSTEM FOR DELIVERING AND ENABLING INTERACTIVITY WITH IMAGES		

CERTIFICATE OF TRANSMISSION

I hereby certify that this document is being transmitted electronically to the United States Patent and Trademark Office via the EFS Web e-Filing system on July 23, 2010.

/Donald Hertz/
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Commissioner for Patents
Post Office Box 1450
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Attn: Certificate of Correction Branch

**REQUEST FOR CERTIFICATE OF CORRECTION OF PATENT
FOR APPLICANT'S MISTAKE (37 CFR § 1.323)**

Dear Sir:

A Certificate of Correction is requested pursuant to 37 C.F.R. § 1.323. Form PTO/SB/44 is submitted herewith along with the required fees. The proposed changes correct minor, grammatical, or clerical errors that (to the extent that they were made by applicant or its representatives) were inadvertent. Correction of those errors does not introduce new matter.

In a number of claims (23, 43, 44, and 53), the terms “the user” and “the display” have been introduced previously in the claim, so the word “a” is being changed to the word “the” for internal consistency. In claims 23 and 43, the term “interactive function” is introduced, so, when mentioned a second time, the word “the” is being inserted,

likewise for proper internal consistency. Conversely, in claim 47, the term “the display” is being changed to “a display” because it has not been introduced previously in the claim, again for internal consistency.

In a number of claims (23, 43, 44, 47, and 51), the term “the illusion” is changed to “an illusion” for better style.

In claims 23 and 44, the word “effects” is changed to “affects” for proper grammar, namely word choice.

In claims 23 and 43, the phrase “to move” is being placed earlier in the sentence for proper grammar, namely parallelism.

In a number of dependent claims that depend on claim 23, namely claims 27, 34-37, and 39, the term “machine-readable medium” is being changed to “computer-readable medium,” for parallelism to the independent claim. In an amendment dated December 29, 2006, applicant’s counsel made a number of amendments to claim 23, including inserting the phrase “computer-readable medium,” but a clerical error in corresponding changes to the dependent claims resulted in reference to “machine-readable medium” instead.

Also in claim 27, the word “such” is being deleted from the phrase “only one such image layer.” In the amendment dated March 28, 2006, the word “such” was dropped from prosecution claim 27 (issued as claim 27) with strikeout notation. In the amendment dated December 29, 2006, the word “such” was restored to the claim without the use of underline notation. Assignee’s attorney apparently intended to remove the word “such,” but through a clerical error in the December 29, 2006 amendment, the word was unintentionally returned to the claim.

A few apparent printing errors are being corrected: Omission of the word “of” in claim 35; “use” instead of “user” and “active function” instead of “interactive function” in claim 43; omission of the word “lens” in claim 51; “lane” instead of “and” and “for” instead of “t or” in claim 51; and “an” instead of “and” in claim 53.

In claims 47 and 51, the letters (a) and (b), and the word “and” are being added, as a minor form improvement, to better show separation between the elements of the “image capture device” and the “machine-readable medium” components.

In claim 47, the term “further” is being deleted as a grammatical error, given that there are no previous elements recited.

In the same claim, the terms “the object” and “the storage device” have been introduced previously in the claim, so the articles “a” and “an” are being changed to the word “the” for internal consistency. Assignee notes that a clerical error in the December 29, 2006, amendment changed the phrase “the storage device” to “a storage device,” without using notation indicating the change. See ‘783 Patent, Col. 36, line 37; December 29, 2006, amendment, page 13; March 28, 2006, amendment, page 11. Assignee believes that the change was an unintended typographical error in reproducing the claim, or minor error in failing to notice that the term had been introduced previously in the claim, and that the failure to mark the change was also accidental; accordingly, assignee is restoring the term to the original wording.

Also in claim 47, the phrase “the at least one camera” is being changed to “the camera,” because that element was previously introduced as just “a camera” in the previous part, again to maintain internal consistency.

In claims 47 and 51, the term “the step” is being changed to “the steps” to maintain internal consistency, because several steps are thereafter listed in each case.

Assignee wishes to alert the Office to another point with respect to claims 47 and 51, even though no changes are considered necessary as a result or are being proposed. In the December 29, 2006, amendment, the word “comprising” was deleted without using strikeout notation. In that amendment, the word “comprising” was changed to the phrase “performing the step[s] of” before the colon. See ‘783 Patent, Col. 36, lines 35-36; December 29, 2006, amendment, page 13; March 28, 2006, amendment, page 11 (emphasis added). Assignee believes that the deletion of “comprising” was intended and proper, although the improper notation was accidental, so no correction is being requested. If the Office wishes applicant to address this issue in some fashion, such as by resubmitting the changes to replace the amendment, please advise the undersigned.

In claim 51, assignee inserts the word “the” before “second image” for parallelism with “the first image.”

Claim 51, which issued from prosecution claim 52, is further corrected in the next line to insert the words “each of” before the phrase “the first image and the second image.” Later, the claim specifies that “one image layer [is] perceptible to the user at any given time” (Col. 38, lines 3-5). For internal consistency, therefore, it is apparent that each image has its own “at least one image layer.” This minor change is introduced for added clarity of the claim wording.

Also in claim 51, the phrase “the at least one image” is being changed (at column 37, line 56) to “the plurality of images,” because that element was previously introduced (at line 36) as “a plurality” rather than “at least one,” to maintain internal consistency.

In the same claim, however, at column 38, lines 1 and 9, the term “the at least one image” is being changed to “the at least one image layer” because the December 29, 2006, amendment unintentionally deleted the word “layer” in two places without the use of strikeout notation. See ‘783 Patent, Col. 38, lines 1 and 8; December 29, 2006, amendment, page 16, ¶9 and page 17, ¶1; March 28, 2006, amendment page 15, ¶¶1, 3. Assignee believes that the deletions were unintended typographical errors in retyping the claim and that the failure to mark the change was also accidental; accordingly, assignee is returning to the original wording, which is believed to maintain better internal consistency of the claim language.

Also in claim 51, the phrase “a currently viewable image layer” is being changed to “the currently viewable image layer,” because that element was previously introduced (at line 6), to maintain internal consistency.

In claim 53 (issued from prosecution claim 58), assignee restores a thirteen word-long phrase “only one image layer to be perceptible to the user at any given” to the claim. The phrase was introduced in the March 28, 2006, amendment, when prosecution claim 58 was added to the claim set. See March 28, 2006, amendment, page 16, ¶12. In the December 29, 2006, amendment, the phrase was inadvertently deleted from prosecution claim 58, without the use of strikeout notation. See December 29, 2006, amendment, page 19, ¶ 2. It appears that the phrase was inadvertently omitted when retyping the claim set, because those words were found on the final line on page 16 of the March 28, 2006 amendment. Assignee believes, therefore, that the deletion was an

unintended typographical error in retyping the claim and that the failure to mark the change was also accidental; accordingly, assignee is restoring the phrase, which makes for better internal consistency of the claim.

Please issue a Certificate correcting the above-noted errors.

Respectfully submitted,
VIRTUAL IRIS STUDIOS, INC.
by its attorney

Dated: July 23, 2010

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